

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING THE INTERLOCAL )  
AGREEMENT BETWEEN LEWIS COUNTY AND )  
PACIFIC COUNTY FOR COOPERATIVE ) RESOLUTION #04-408  
GOVERNMENTAL PURCHASING OF GOODS )  
AND SERVICES )

**WHEREAS**, Pacific County has prepared an Interlocal Agreement with Lewis County, both municipal corporations of the State of Washington, for cooperative governmental purchasing of supplies, material, equipment, or services that may be required from time to time; And

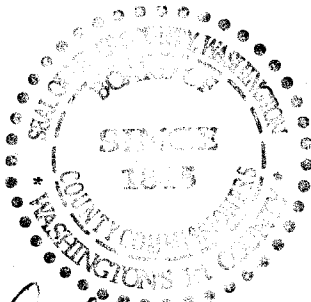
**WHEREAS**, the Board of County Commissioners has had an opportunity to review the Interlocal Agreement, attached as Exhibit A; And

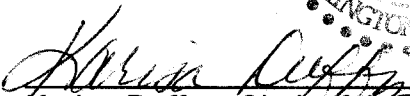
**WHEREAS**, it appears to be in the best public interest to authorize this Interlocal Agreement; NOW, THEREFORE

**BE IT RESOLVED** by the Board of County Commissioners that the Interlocal Agreement between Lewis County and Pacific County is hereby approved, and the Board of County Commissions is authorized to execute the Interlocal Agreement.

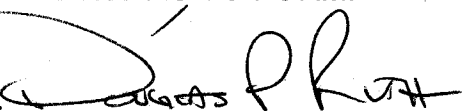
**DONE IN OPEN SESSION** this 20<sup>th</sup> day of December 2004.

**ATTEST:**



  
Karisa Duffey, Clerk of the  
Board of County Commissioners

**APPROVED AS TO FORM:**

By:   
Civil Deputy

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

  
Eric Johnson, Chairman

  
Member

  
Member

## INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws, LEWIS COUNTY and PACIFIC COUNTY both political subdivisions of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by both Lewis and Pacific Counties.
2. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, materials, equipment and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplies, or service provider.
3. Each of the parties shall comply with all applicable laws and regulations governing its own purchase.
4. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider and pay directly in accordance with its own payment procedure for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligations except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
7. The Chief Administrative Officer for Lewis County shall be the representative for carrying out the terms of this Agreement.
8. This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Approved this 20<sup>th</sup> day of December, 2004.

ATTEST:

BOARD OF LEWIS COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
Karina Luff Clerk of the Board Jim Johnson Chairman

Approved this 20<sup>th</sup> day of December, 2004.

ATTEST:

BOARD OF PACIFIC COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

W. B. C. Luff Clerk of the Board W. B. C. Luff Chairman